

1  
2  
3  
4 **UNITED STATES DISTRICT COURT**  
5 **DISTRICT OF NEVADA**  
6

7 BANK OF NEW YORK MELLON,

8 Plaintiff,

9 vs.

10 RAVENSTAR INVESTMENTS, LLC et al.,

11 Defendants.  
12

3:17-cv-00116-RCJ-VPC

**ORDER**

13 This case arises from a residential foreclosure by the Highland Ranch Homeowners  
14 Association (“the HOA”) for failure to pay HOA fees. On June 14, 2017, the Court granted  
15 partial summary judgment for Plaintiff Bank of New York Mellon based on *Bourne Valley Court*  
16 *Tr. v. Wells Fargo Bank, NA*, 832 F.3d 1154 (9th Cir. 2016), *cert. denied*, 137 S. Ct. 2296  
17 (2017). The Court held that the HOA’s sale of the subject property did not extinguish Plaintiff’s  
18 first deed of trust. (*See* Order, ECF No. 33.) Following summary judgment on the claim of quiet  
19 title, the case remained open pending determination of Ravenstar Investment’s counterclaims for  
20 unjust enrichment and equitable mortgage, which issues have not yet been briefed to the Court.

21 On June 18, 2017, Ravenstar filed for Chapter 11 bankruptcy in the U.S. Bankruptcy  
22 Court for the District of Nevada. (Notice, ECF No. 35.) Thereafter, on August 10, Ravenstar’s  
23 counsel James Walsh filed the instant motion to withdraw because his client has failed to pay  
24 past-due fees and costs in the amount of \$3,574.10. (Mot. Withdraw, ECF No. 34.)

1 After appearing in a case in the District of Nevada, an attorney may only withdraw by  
2 leave of the court, and may only obtain such leave after having notified the affected client and  
3 opposing counsel of his intent to withdraw. D. Nev. Local R. IA 11-6(b). In general, a  
4 withdrawal will not be approved, absent a showing of good cause, if it will result in a delay of  
5 discovery, the trial, or any hearing in the case. *Id.* at (e). Under Nevada Rule of Professional  
6 Conduct 1.16(b)(5), “a lawyer may withdraw from representing a client if . . . [t]he client fails  
7 substantially to fulfill an obligation to the lawyer regarding the lawyer’s services and has been  
8 given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.” Courts  
9 have widely held that a client’s failure to pay attorneys’ fees will serve as adequate grounds for  
10 withdrawal, provided the withdrawal does not unduly delay proceedings or prejudice the client.  
11 *See, e.g., Local Ad Link, Inc. v. Adzzoo, LLC*, No. 2:09-cv-01564, 2012 WL 1344896, at \*2 (D.  
12 Nev. Apr. 18, 2012) (Ferenbach, M.J.); *Darby v. City of Torrance*, 810 F. Supp. 275, 276 (C.D.  
13 Cal. 1992).

14 Here, Mr. Walsh has satisfied Local Rule IA 11-6(b) by submitting a certificate of  
15 service demonstrating his motion to withdraw was served on his client and all counsel of record  
16 in August 2017. (ECF No. 34 at 4.) There is also no obstacle to withdrawal under subparagraph  
17 (e), as there are no pending motions in this action, no trial date set, and Ravenstar has apparently  
18 taken no steps to prosecute its counterclaims in at least nine months. Furthermore, neither  
19 Ravenstar nor any other party has opposed the motion to withdraw. Under Local Rule 7-2, this  
20 constitutes a consent to granting the motion. Therefore, Mr. Walsh has identified permissible  
21 grounds on which to withdraw, and the Court finds no impediment to granting his request.

22 ///

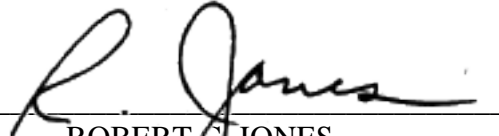
23 ///

24 ///

1 **CONCLUSION**

2 IT IS HEREBY ORDERED that the Motion to Withdraw as Attorney (ECF No. 34) is  
3 GRANTED.

4 IT IS SO ORDERED.

5  
6  
7   
8 ROBERT C. JONES  
9 United States District Judge  
10 March 29, 2018  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24